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9 Attorneys for WAYMO LLC

10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

12 WAYMO LLC,

13 Plaintiff,

14 vs.

15 UBER TECHNOLOGIES, INC.;
16 OTTOMOTTO LLC; OTTO TRUCKING
17 LLC,

18 Defendants.

CASE NO. 3:17-cv-00939-WHA

DECLARATION OF DAVID A. PERLSON

1 I, David A. Perlson, hereby declare as follows.

2 1. I am a member of the bar of the State of California and a partner with Quinn
3 Emanuel Urquhart & Sullivan, LLP, counsel for Plaintiff Waymo LLC (“Waymo”). I make this
4 declaration of personal, firsthand knowledge, and if called and sworn as a witness, I could and
5 would testify competently as follows.

6 2. On May 8, 2017, I participated in a telephonic conference with Arturo Gonzalez,
7 counsel for Defendants, and Special Master John Cooper regarding Defendants’ failure to produce
8 the agreement through which Uber acquired Ottomotto (the “Acquisition Agreement”). When I
9 asked Mr. Gonzalez if he had ever reviewed the Acquisition Agreement, he represented that he
10 had not, and that he did not know how long the document was, whether it included any exhibits,
11 attachments, or schedules, or whether it incorporated any other documents. Mr. Gonzalez also
12 said that he had not yet discussed the issue of production of the Acquisition Agreement with his
13 clients and that he had not planned to do so until tomorrow, May 9, at 11 a.m. When I asked Mr.
14 Gonzalez if, provided Defendants did agree to produce the Acquisition Agreement either today or
15 tomorrow, he could provide a date certain by which the document(s) would actually be produced
16 to Waymo, Mr. Gonzalez said he could not.

17 3. Attached hereto as Exhibit 1 is a true and correct copy of an email chain between
18 me, Mr. Gonzalez, and Special Master John Cooper, subject “RE: Potential resolution involving
19 Special Master.”

20 I declare under penalty of perjury under the laws of the State of California and the United
21 States of America that the foregoing is true and correct.

22 DATED: May 8, 2017

23 /s/ David A. Perlson
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SIGNATURE ATTESTATION

Pursuant to Local Rule 5-1(i)(3), I attest under penalty of perjury that concurrence in the filing of this document has been obtained from David A. Perlson.

/s/ Charles K. Verhoeven
Charles K. Verhoeven